

COOPERATIVE EDUCATION PROGRAM

Exchange of notes at Lima April 1 and 15, 1944, with memorandum of agreement of April 4, 1944, between the Inter-American Educational Foundation and the Minister of Public Education

Entered into force April 15, 1944

Supplemented by agreements of January 30, 1945;¹ April 30, 1945;² and June 28 and 30, 1948³

Extended by agreements of June 28 and 30, 1948,³ and August 26 and September 1, 1949⁴

Superseded June 30, 1950, by agreement of September 25 and 29, 1950⁵

61 Stat. 3871; Treaties and Other
International Acts Series 1740

The American Ambassador to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Lima, April 1, 1944

No. 1758

EXCELLENCY:

I have the honor to refer to the note, dated December 17, 1943, from Dr. Enrique Laroza, Minister of Education of Peru, to Mr. Kenneth Holland, Vice President of the Inter-American Educational Foundation, concerning the undertaking of cooperative educational activities. The note expresses the desire of the Government of Peru for the cooperation of the Government of the United States in undertaking certain projects in the field of education.

As it appears desirable that the Government of Peru and the Government of the United States should cooperate in the undertaking, I take pleasure in informing Your Excellency that my Government is prepared to collaborate with the Government of Peru in activities looking to the development of an educational program to be conducted over a period of approximately three

¹ TIAS 1740, *post*, p. 1207.

² TIAS 1740, *post*, p. 1209.

³ TIAS 1952, *post*, p. 1276.

⁴ TIAS 2117, *post*, p. 1295.

⁵ 1 UST 816; TIAS 2160.

years. The Inter-American Educational Foundation, Inc., an agency of the Office of the Coordinator of Inter-American Affairs of the United States, is prepared to provide a sum not to exceed \$172,000 (One Hundred Seventy-Two Thousand Dollars U.S. currency) to be made available for the local projects to be approved mutually by representatives of the two governments and for paying the salaries and other expenses of the educational specialists furnished by the Inter-American Foundation, Inc., to work on the program in Peru. The personnel to be furnished by the Inter-American Educational Foundation, Inc., is to be satisfactory to the Republic of Peru and is to be under the direction of a person to be designated as the Chief of Field Staff, Inter-American Educational Foundation, Inc., who will be the representative of the Foundation in connection with the cooperative program.

It is further understood that the Government of Peru will provide, in addition to its regular national budget for education, the total sum of approximately \$86,000 (Eighty-Six Thousand Dollars U.S. currency) for the cooperative educational program, together with personnel, supplies and materials as may be required and available.

It is further understood that a special cooperative educational service will be set up in the Ministry of Education for the purpose of carrying out the cooperative activities to be undertaken.

It is also understood that detailed arrangements for the establishment of the special cooperative service and the development of the program will be made between representatives of the two governments. In this connection, I am enclosing a copy of a Memorandum of Agreement which sets forth the details regarding the cooperative educational program as proposed by the Inter-American Educational Foundation. If this agreement is satisfactory, it is suggested that it be signed by the proper official of the Republic of Peru and thereafter it will be signed by a representative of the Foundation.

I avail myself of this occasion to extend to Your Excellency the renewed assurance of my highest consideration.

JEFFERSON PATTERSON

Enclosure:

Memorandum of Agreement

His Excellency

DOCTOR ALFREDO SOLF Y MURO,
Minister for Foreign Affairs,
Lima.

[For text of memorandum of agreement, as signed, see p. 1181.]

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

No. (D)–6–3/75

LIMA, April 15, 1944

MR. AMBASSADOR:

I have the honor to acknowledge receipt of the courteous note No. 1758, of the first instant, by which your Embassy has seen fit to communicate to this Office the text of the Memorandum of Agreement—subsequently concluded under date of the 4th of the same month by the competent Peruvian and American authorities—to develop a cooperative educational program such as has been proposed by the Inter-American Educational Foundation.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurances of my highest and most distinguished consideration.

ALFREDO SOLF Y MURO

His Excellency

JOHN CAMPBELL WHITE,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

MEMORANDUM OF AGREEMENT

The Government of the Republic of Perú and the Inter-American Educational Foundation, Inc. (hereinafter referred to as the "Foundation"), a division of the Office of the Coordinator of Inter-American Affairs and an agency of the Government of the United States of America, have agreed to undertake a cooperative educational program available to all interested public and private groups in accordance with the following terms and conditions:

1. The cooperative educational program may include:
 - a. A staff of educational specialists requested by the Ministry of Public Education for service in Perú in carrying out the cooperative educational program;
 - b. Grants to permit Peruvian educators to travel to the United States of America for training, to deliver lectures and to realize an interchange of ideas and experiences with United States educators;
 - c. Exploration and survey of Perú of local educational needs and of the resources which are indispensable for the carrying out of training projects;
 - d. Development, adaptation and exchange of suitable teaching materials, particularly visual materials;
 - e. Local projects needed to implement the program in Perú.

2. For the purpose of providing an instrumentality through which the cooperative educational program can be conducted by the representatives of the two parties of this agreement, the Government of Perú shall create a special service to be known as the Servicio de Cooperación Peruano Norteamericano en Educación (hereinafter referred to as S.C.P.N.E.), which shall operate as an entity within and subordinate to the Ministry of Public Education. The S.C.P.N.E. shall have the power to execute the cooperative educational program agreed upon herein.

3. The Foundation will provide a group of educational specialists to collaborate in the consummation of the cooperative educational program. The group of specialists shall be under the direction of the Representative in Peru of the Inter-American Educational Foundation, Inc., who shall be appointed by the same and who shall be acceptable to the Government of Perú. This official shall be the representative of the Foundation in connection with the program to be undertaken in accordance with this agreement.

4. The Government of Perú shall appoint as Director of the S.C.P.N.E. the Representative in Perú of the Inter-American Educational Foundation, Inc. The Director of the S.C.P.N.E. shall be responsible for the execution of, and shall have authority to carry out, the cooperative educational program of the S.C.P.N.E. The Director of the S.C.P.N.E. shall delegate certain of his functions to personnel of the S.C.P.N.E. including personnel of the Foundation assigned to the S.C.P.N.E.

5. The cooperative educational program in Perú shall consist of individual projects. Such projects shall consist of specific kinds of work and activities to be undertaken by the representatives of both Governments in the execution of this agreement. The projects and the allocation of the funds of the S.C.P.N.E. shall be agreed upon by the Minister of Public Education for the Republic of Perú and by the Representative in Perú of the Inter-American Educational Foundation, Inc. for the Foundation.

6. The Foundation shall pay the salaries and expenses of the members of the group as well as the other administrative expenses of the Foundation in a total amount which shall not exceed One Hundred and Thirty Thousand Three Hundred (\$130,300.00) Dollars and shall, in addition, grant to the S.C.P.N.E. the total sum of Forty-one Thousand Seven Hundred (\$41,700.00) Dollars, as follows:

No later than June 4, 1944, the sum of \$13,900.00
No later than April 3, 1945, the sum of \$13,900.00
No later than April 3, 1946, the sum of \$13,900.00

7. The Government of Perú shall contribute to the S.C.P.N.E. the sum of Eighty-six Thousand (\$86,000.00) Dollars or the equivalent in Peruvian Soles calculated on the basis of a rate of exchange of 6.485 Soles per U.S. Dollar, namely, the sum of Five Hundred and Fifty-seven Thousand Seven Hundred and Ten (S/.557,710.00) Peruvian Soles, as follows:

No later than June 4, 1944, the sum of \$28,666.68 or S/.185,903.34

No later than April 3, 1945, the sum of \$28,666.66 or S/.185,903.33

No later than April 3, 1946, the sum of \$28,666.66 or S/.185,903.33

It is understood that the salary which is received by the professor who is in charge of organizing and supervising the teaching of English in Perú may be deducted from the contribution which the Government of Perú shall make available in conformity with this agreement.

The funds of the S.C.P.N.E. shall be deposited in a special account in the name of the S.C.P.N.E. and shall be disbursed by the Director of the S.C.P.N.E. only upon projects having the mutual approval of the Minister of Public Education and the Representative in Perú of the Inter-American Educational Foundation, Inc.

The Government of Perú will also furnish such office space, office equipment and furnishings, and supplies and materials as may be necessary and, within the facilities available to it, will construct such buildings as the execution of the cooperative educational program may require.

8. In view of the fact that many purchases of materials and supplies must necessarily be made in the United States of America and paid for in Dollars, the Minister of Public Education and the Representative in Perú of the Inter-American Educational Foundation, Inc. may agree to withhold from the deposits to be made by the Foundation, as hereinabove provided, an amount established to be necessary to pay for the same. Any funds so withheld by the Foundation for such purposes and not expended on or obligated for materials or supplies for the S.C.P.N.E. shall be deposited to the account of the S.C.P.N.E.

9. Interest, if any, earned on the deposits of the S.C.P.N.E. shall be credited to the said Servicio. The parties hereto shall determine by mutual agreement the disposition of any unobligated funds remaining to the credit of the S.C.P.N.E. upon the termination of this agreement.

10. The Director of the S.C.P.N.E. shall have the power to select, appoint or discharge the employees of the S.C.P.N.E. and shall determine the salaries, transfers and conditions of employment within the S.C.P.N.E. with the approval of the Ministry of Public Education which will issue in each case the corresponding Supreme Resolution.

11. Contracts and agreements relating to the execution of projects previously agreed upon by the Minister of Public Education and the Representative in Perú of the Inter-American Educational Foundation, Inc. shall be executed in the name of the S.C.P.N.E. by the Director of the same.

12. The S.C.P.N.E. shall be considered as an integral part of the public administration of Perú. As a consequence, its Director and its personnel shall enjoy the same privileges and rights which are held by Direcciones and other public divisions of the Government of Perú and by the personnel thereof.

The Foundation shall enjoy the same rights, privileges and immunities which correspond to public agencies of Perú with respect to such of its opera-

tions as are related to property destined for the realization of the cooperative educational program.

Since the personnel of Foundation are obliged, as citizens of the United States, to pay income taxes in the United States upon their salaries, they shall not be required to pay Peruvian Income Taxes upon the same.

13. The expenditure, audit, and accounting of funds in the S.C.P.N.E. account, as well as the purchases and sales of personal property for the account of the S.C.P.N.E., shall be regulated and controlled under such rules, regulations and procedures as shall be mutually agreed upon by the Minister of Public Education and the Representative in Perú of the Inter-American Educational Foundation, Inc. The accounts of the S.C.P.N.E. shall be available for audit whenever it is considered necessary by the appropriate agency of the Government of Perú and by the Foundation or its delegate.

14. At the termination of this agreement, all property of the S.C.P.N.E. shall remain the property of the Government of Perú.

15. All rights, powers, privileges or duties conferred by this agreement upon either the Minister of Public Education or the Representative in Perú of the Inter-American Educational Foundation, Inc. may be delegated by the recipient thereof to representatives, provided that such representatives be satisfactory to the other.

16. This memorandum of agreement may be amended from time to time if deemed advisable by the parties hereto, and the amendments are to be in writing and signed by the representatives of the Government of Perú and the Foundation.

17. The Government of Perú shall take the necessary legal steps to effectuate the terms of this agreement.

This agreement shall become effective as of the date hereof and shall remain in force for three calendar years from said date, unless amended by mutual agreement.

IN WITNESS WHEREOF, the undersigned, duly authorized, sign the present contract, in duplicate, in English and in Spanish, at Lima, Perú, this fourth day of April 1944.

For the Government of the Republic of Peru:

E. LAROZA

Minister of Public Education

For the Inter-American Educational Foundation, Inc.:

KENNETH HOLLAND

Vice-President,

Inter-American Educational Foundation, Inc.